

# City of Mansfield

## AGENDA

City Council Meeting Agenda  
May 8, 2017 – 6:30 p.m.  
Mansfield Community Center  
Page 1 of 2

- I. **Call to Order:** *Mayor Jefferson Riley*
- II. **Agenda Revisions and Approval:** Revised – Perry Lunsford (Motion), Helen Robertson  
(2<sup>nd</sup>) – All voted “I” – Motion Passed
- III. **Invocation & Pledge of Allegiance:**
- IV. **Mayor’s Welcome and Comments:** *Mayor Jefferson Riley*
- V. **Citizen’s Comments:** *Limited to 3 Minutes per Citizen*
- VI. **Approval of Minutes:**
  - a. April 10, 2017 Council Meeting Minutes Chris Fulmer (Motion), Perry Lunsford (2<sup>nd</sup>) – All voted “I” – Motion Passed
- VII. **New Business:**
  - a. Janice Johnson & Mansfield Trading Post – As of May 1<sup>st</sup>, Mrs. Johnson is behind on rent to the City i/a/o \$6,350. The City Attorney will make payment arrangements with Mrs. Johnson. **No Action Necessary**
  - b. The 2016 Consumer Confidence Report for Water Quality will be sent out in May’s utility bills. The report is posted on the City’s website, on the City’s Facebook page and in City Hall. Copies are available in City Hall, as well. **No Action Necessary**
  - c. The City has received invoices from the City of Elberton and the City of Covington. The City of Covington replaced one more pole on Sunday, May 7<sup>th</sup> that will be included in the invoices sent to the insurance company. The City is still waiting on the invoice from the City of Monroe and Newton County. **No Action Necessary**
  - d. Newton County is continuing the debris clean-up. The City provides them with addresses. If you are aware of an address that has not had the limbs picked up from the right-of-way yet, please let City Hall know the address. **No Action Necessary**

- e. Good news! The transformer on Ivy St that spilled oil did NOT contain PCBs. The cost to have this test done was \$29. **No Action Necessary**
- f. See copy of emails and petition from the Sandbergs regarding 3793 Hwy 213. **No Action Necessary**
- g. Commercial Purchase and Sale Agreement between Mr. Ronald Harris and the City of Mansfield for property address 3089 Main St.  
A Phase-I EPD Study has been recommended. See proposal from Peachtree Environmental. **Perry Lunsford (Motion), Chris Fulmer (2<sup>nd</sup>), All voted "I" – Motion Passed**
- h. JJA Enterprises, LLC proposal for underground work at Hays Tractor and Rooster's. These are labor only rates. **Perry Lunsford (Motion), Helen Robertson (2<sup>nd</sup>), All voted "I" – Motion Passed**
- i. **Planning Commission – Perry Lunsford made a Motion to make the Zoning Committee the Planning Commission. There was No Second. This item was Tabled.**

VIII. **Unfinished Business:**

- a. Discuss Proposed Mansfield City Center plans.
- b. **Dump Truck - Tabled**

IX. **Executive Session:**

- a. Legal & Real Estate Matters **Chris Fulmer (Motion), Perry Lunsford (2<sup>nd</sup>) – All voted "I" – Motion Passed**

X. **Vote on Executive Session Items: N/A**

XI. **Adjournment:**

# City of Mansfield

## MINUTES

City Council Meeting Minutes  
May 8, 2017 – 6:30 p.m.  
Mansfield Community Center  
Page 1 of 3

**PRESENT: Jefferson Riley, Lisa Dunn, Perry Lunsford, Chris Fulmer, Helen Robertson, Bryan Hale**

The honorable-mayor Jefferson R Riley called the meeting to order at 6:30pm.

The Agenda was revised to include VII. New Business item i. Planning Commission and VIII. Unfinished Business item b. Dump Truck. The honorable-mayor-pro Tem Perry Lunsford made the Motion to approve the Agenda as revised and Councilwoman Helen Robertson made the Second. All Council voted 'T' and the Revised Agenda Passed.

The honorable-mayor Jefferson R Riley gave an invocation and lead everyone in the pledge of allegiance. He also welcomed everyone and commented on the large crowd in attendance and moved to Citizen's Comments.

Mrs. June Crenshaw, 524 Kellogg Ave, was first to comment. Mrs. Crenshaw made several comments regarding her property's care by the City such as; the grass on the right-of-way, the City not running powerlines to her well and the ditch stopping up.

Mr. Mike Evans, 75 Kellogg Ave, asked about speed humps being installed on Kellogg Avenue.

Mr. Paul Campbell, 3809 Hwy 213, asked to see the emails mention in Agenda item VII. New Business: f. Mr. Campbell also stated that we (the City) needs businesses but not in residential areas.

Mr. Tony Sandberg, 3793 Hwy 213, read the emails mention in Agenda item VII. New Business: f.

New Business items a. – f. required No Action from Council.

New Business item g. – the honorable-mayor-pro Tem Perry Lunsford made the Motion to approve the Phase-I EPD study to include the Asbestos Containing Material study as well for a total cost to the City i/a/o \$3,700. This expense can be recouped at the sale of the property later. Councilman Chris Fulmer gave the Second. No discussion. All Council voted "T". The Motion Passed.

Mayor-pro Tem Perry Lunsford made the Motion to approve the JJA Enterprises LLC proposal for the underground water and sewer work for the Hays Tractor temporary building @ 3028 Hwy 11, the Harris building @ 3089 Hwy 11 and Rooster's Drive Inn @ 3069A Hwy 11. Councilwoman Helen Robertson gave the Second. The honorable-mayor Jefferson R Riley commented that all but \$750 is expected to be paid back to the City in the form of tap fees, however, Hays Tractor asked if the City would go ahead and install the taps while they are waiting on their insurance company to pay. All Council voted "I". The Motion Passed.

New Business item: i. was added as a revision. The honorable-mayor-pro tem Perry Lunsford made the Motion to change the Zoning Committee appointed during the April 10, 2017 Council Meeting to be changed to the Planning Commission for the sake of efficiency. The Motion died for lack of Second. Councilman Chris Fulmer made two nominations for the Planning Commission. They were Miss Ashlan Troutman and Mr. G.W. Davis. Councilwoman Lisa Dunn made two nominations as well. They were Mr. Wayne Blackwell and Mr. Bret Dunn, however, the honorable-mayor Jefferson R Riley wanted council on how to move forward with voting in a Planning Commission and asked that the item be tabled. No further action was taken.

There was more discussion on the proposed Mansfield City Center plans regarding the traffic directions of Railroad Avenue and 1<sup>st</sup> Avenue. The honorable-mayor Jefferson R Riley stated that making Railroad Avenue a one-way road would add 6 feet to the City Center. He shared that he talked with Mr. Wayne Blackwell who indicated that he would prefer that Railroad Avenue remain a 2-way road but could live with it being a 1-way road heading west since 90% of traffic turns in that direction off Highway 11. This would make both Railroad Avenue and 1<sup>st</sup> Avenue one-way roads heading west in the City Center. Councilwoman Lisa Dunn asked if a by-pass like the one Social Circle recently opened has ever been considered to stop large trucks from driving through town. Councilman Chris Fulmer suggested consulting with Beaver Manufacturing about the one-way streets.

Unfinished Business item revised item b. was concerning the purchase of a different or new dump truck for the City. Councilman Bryan Hale found only one used dump truck and both the mileage and price was too high. Councilman Chris Fulmer mentioned a 2014 Dodge dump truck with low miles for approximately \$30,000 but the dump bed is small. Mayor-pro Tem Perry Lunsford commented on purchasing a new dump truck. The City is going to continue to look for a dump truck.

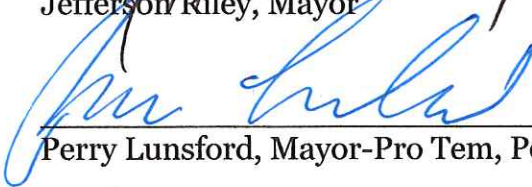
With no more business, Councilman Chris Fulmer made the Motion to move into Executive Session for-the-purpose-of Legal & Real Estate Matters. Mayor-pro Tem Perry Lunsford gave the Second and all Council voted "I". The Motion Passed.


Executive Session minutes are in a sealed envelope labeled "May 8, 2017 Executive Session Minutes" and stored in a pre-determined secured area at Mansfield City Hall.

Councilman Chris Fulmer made the Motion to leave Executive Session. Councilwoman Helen Robertson gave the Second. All Council voted "I". The Motion Passed.

Councilman Chris Fulmer made the Motion to adjourn. Councilwoman Helen Robertson gave the Second. All Council voted "I". The Motion Passed.

  
\_\_\_\_\_  
Jefferson Riley, Mayor

  
\_\_\_\_\_  
Perry Lunsford, Mayor-Pro Tem, Post 1

  
\_\_\_\_\_  
Helen Robertson, Post 2

  
\_\_\_\_\_  
Christopher Fulmer, Post 3

  
\_\_\_\_\_  
Lisa Dunn, Post 4

  
\_\_\_\_\_  
Bryan Hale, Post 5

## Jeana Hyde

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**From:** Veronica Sandberg <veronicajsandberg@gmail.com>  
**Sent:** Tuesday, May 2, 2017 2:48 PM  
**To:** Jeana Hyde  
**Cc:** tonys989@hotmail.com  
**Subject:** REQUESTING APPROVAL FOR BED AND BREAKFAST IN MANSFIELD, GA.

Mayor Jefferson Riley and City Council Members,

Our property at 3793-Hyw. 213 is for SALE. We wish to rezone in order to offer this home as a possible Bed and Breakfast. This change will bring jobs, increase city revenue and add, I believe, additional Charm to our quaint city. I have spoken to the Manager of The Madison Oak's Bed and Breakfast. He assured me that people who are drawn to Bed and Breakfasts are usually older and established. These people enjoy learning the History of the town, Antiquing, meeting towns people and utilizing whatever the town and nearby areas have to offer. Some may even want to move here. I am aware that there are some who do not wish to have a Bed and Breakfast in Mansfield. I've spoken to two and was told that traffic would increase along Hwy. 213 and the noise from the Parking would be terrible and property values would plummet. The traffic would not increase, weekly, more that 3-4 cars and parking would be away from the neighbors home to the back of the property. The present out buildings would be taken down and parking would replace those buildings. I was assured that property values did not plummet in Madison after the Bed and Breakfast opened and increased traffic was minimal if even noticeable. Another neighbor was concerned about the Bed and Breakfast being a beacon for Sexual Offenders. I feel that Mansfield is well versed in protecting our children. After speaking with the Principle and Secretary of our School I am assured that our children are well looked after both inside and outside during school hours. When the children are not in the care of the school I am sure that parents will protect our city's children. I was shocked to find that 2% of our population are registered sexual offenders. This information can be found on the internet for all concerned. I firmly believe that our children's safety is utmost in all of our minds and do not feel that a Bed and Breakfast will unduly draw the attention of Pedophiles. In closing I wish to emphasize that a Bed and Breakfast would be a boon to Mansfield and that the home would be restored to its original 1800's charm. I sincerely hope that the Mayor and City Council Members will consider this as a truly positive choice for Mansfield.

Sincerely,

Veronica and Tony Sandberg

cc:Ms. Gina Hyde

## Jeana Hyde

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**From:** Veronica Sandberg <veronicajsandberg@gmail.com>  
**Sent:** Tuesday, May 2, 2017 3:22 PM  
**To:** Jeana Hyde; tonys989@hotmail.com  
**Subject:** Petition in Support of Bed and Breakfast at 3793 Hwy. 213  
**Attachments:** Mansfield B&B Petition.pdf

Mayor J. Riley and Mansfield City Council Members,

This is an attachment of a Petition I started and was unable to complete due to Family Emergency in Arizona. The people who have signed are members of the Mansfield Seniors. I was touched by the support of some of the long time residence of Mansfield. Everyone I spoke with was excited about a Bed and Breakfast in Mansfield. Not one Senior had anything negative to say. They each understood the potential of a small business coming to our town. Once again, thank you for your consideration.

Sincerely,

Veronica and Tony Sandberg





# 2016 Water Quality Report

## City of Mansfield Water Department

3146 SOUTH HWY. 11  
MANSFIELD, GEORGIA 30055  
(770) 786-7235  
System ID # 2170002

### NCWSA Surface Water to Tap

**H**ave you ever had water that had a dissatisfactory color, odor or taste? You would wonder if it was safe to drink, wouldn't you? At NCWSA, we understand that you expect only the best water that is pleasing to sight and smell and guarded against pathogens. Two water sources supply water for two treatment facilities that produce a blended water for customers. Lake Varner, an 820 acre reservoir, is the source water for Cornish Creek Water Treatment Facility. Cornish Creek WTF is an up-flow clarification facility permitted for 25 MGD (Million Gallons per Day). Ninety-three percent of the water produced in 2011 by NCWSA came from Lake Varner. Williams St. WTF is a conventional plant capable of producing 4.0

MGD. Its source of water is the Alcovy River. NCWSA pumps water from the Alcovy River to City Pond Reservoir where it gravity flows or is pumped to Williams St. WTF. Contaminants and potential pollution sources in a watershed are identified in a source water assessment plan. A source water assessment plan for the Alcovy River watershed has been completed. The overall susceptibility of the watershed was rated medium. The greatest potential threat to source water quality is agricultural waste ponds and secondary paved roads. The recommendations from the plan will ensure that citizens served by NCWSA will be provided the best quality water in the future.

### ABOUT YOUR DRINKING WATER

**T**he source of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animal or human activity. Contaminants that may be present in source water include the following:

- ◆ Microbial contaminants, such as viruses and bacteria that may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- ◆ Inorganic contaminants such as salts and metals, which can be naturally occurring or result from urban storm runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- ◆ Pesticides and herbicides, which may come from a variety of sources such as agriculture, urban storm water runoff, and residential uses.
- ◆ Organic chemical contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban storm water runoff, and septic systems.
- ◆ Radioactive contaminants, which can be naturally occurring or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, EPA prescribes regulations that limit the amount of certain contaminants in water provided by public water systems. Food and Drug Administration regulations establish limits for contaminants in bottle water, which must provide the same protection for public health. Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the EPA's Safe Drinking Water Hotline (1-800-426-4791). Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbial contaminants are available from Safe Drinking Water Hotline (1-800-426-4791).

# Newton County Water System (for City of Mansfield)

Cornish Creek WTF=Source of 95% of Water Produced in 2016  
Williams Street WTF = Source of 5% of water Produced in 2016

## Detected Contaminants Table

### Detected Contaminants Table

<i>Regulated Contaminants</i>							
Substance	MCL	MCLG	Newton County Water System Maximum	Detected Range	Number of Violations	Year Tested	Typical Sources of Contaminant
<i>Microbiological Contaminants</i>							
Filtered Turbidity	TT = 0.3 NTU 95% of Samples < 0.3 NTU	0 100 %	0.18 NTU	0.02 - 0.18 NTU	None	2016	Agriculture, Geology
Total Organic Carbon	TT	N/A	1.7 ppm	0.8 - 1.7 ppm	None	2016	Human & Animal Waste
<i>Organic Compounds</i>							
Total Trihalomethanes	80 ppb	N/A	* 74.0 ppb	33.0 - 107.0 ppb	None	2016	Treatment Process By-Product
Haloacetic Acid	60 ppb	N/A	* 37.0 ppb	29.0 - 44.0 ppb	None	2016	Treatment Process By-Product
Chlorine	4 ppm	4 ppm	3.95 ppm	0.64 - 3.95 ppm	None	2016	By-product of drinking water chlorination
* TTHMs and HAA5s = Annual averages are used for compliance							
<i>Inorganic Contaminants</i>							
Fluoride	4 ppm	4 ppm	1.16 ppm	0.57 - 1.16 ppm	None	2016	Additive / Naturally Occurring
Substance	Action Level	MCLG	Newton County Water System 90th Percentile	Number of Samples Above Action Level	Number of Violations	Year Tested	Typical Sources of Contaminant
Copper	1300 ppb	N/A	56 ppb	0	None	2014	Household Piping
Lead	15 ppb	N/A	0.0 ppb	0	None	2014	Household Piping

## DEFINITIONS

- **MG:** Million Gallons
- **MGD:** Million Gallons per Day
- **Maximum Contaminant Level(MCL):** The highest level of acontaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.
- **Treatment Technique(TT):** A required process intended to reduce the level of contaminant in drinking water.
- **Action Level (AL):** The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.
- **Thrbidity:** A measure of the cloudiness of water. We monitor turbidity because it is a good indicator of the effectiveness of our filtration system.
- **ppm or mg/L:** Parts per million or milligrams per liter. One part per million is the equivalent of one minute in 2 years or one penny in 10 thousand dollars.
- **ppb or ug/L:** Parts per billion or micrograms per liter. One part per billion is the equivalent of one minute in 2,000 years or one penny in 10 million dollars.
- **N/A:** Not Applicable

## CRYPTO-WHO?

### **Cryptosporidium**

[Krip'-to-spor-id-e-um]

Found in lakes, rivers and streams, cryptosporidium is a microscopic organism that can cause diarrhea or acute gastrointestinal disorder if ingested. It's common in surface water, very difficult to kill and even a well-run water system may contain cryptosporidium. Outbreaks of cryptosporidiosis have occurred in the US and abroad. Proper coagulation, sedimentation and filtration can effectively remove cryptosporidium from water. Ultra-violet light and ozone also have proven to be effective against crypto.

# PPM TESTING

CITY OF MANSFIELD  
P.O. BOX 35  
MANSFIELD, GA 30055  
ATTN: JEANA HYDE

JOB # 170259

RUSH - NEXT DAY ANALYSIS

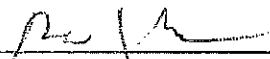
DATE RECEIVED: 4/14/2017  
REPORT DATE: 4/15/2017

page 1 of 1

## PCB IN OIL ANALYSIS

<u>LAB ID #</u>	<u>COMPANY #</u>	<u>SERIAL #</u>	<u>PCB Level</u>
170259- 1	GE 25 KVA	F934570-65Y	ND*

\*ND is less than 2 ppm of any PCB Aroclor (Aroclor 1221, Aroclor 1232, Aroclor 1242, Aroclor 1016, Aroclor 1248, Aroclor 1254, Aroclor 1260, Aroclor 1262, and Aroclor 1268.)

  
\_\_\_\_\_  
Robert J. Gernon, Lab Manager

April 15, 2017

\_\_\_\_\_  
Date

# PPM TESTING, INC.

4760 HAMMERMILL ROAD, SUITE 210  
TUCKER, GA 30084

(678) 534-1117

# INVOICE

**SOLD TO:**

CITY OF MANSFIELD  
P.O. BOX 35  
MANSFIELD, GA 30055  
ATTN: JEANA HYDE

INVOICE NUMBER 17-04001  
INVOICE DATE April 15, 2017  
TERMS Net 30  
F.E.I.# 45-2603215

**SHIPPED TO:**

Same

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	LABORATORY ANALYSIS PCB JOB # 170259 4/15/2017  PCB IN OIL ANALYSIS - NEXT DAY TURNAROUND	29.00	29.00
		SUBTOTAL	29.00

**DIRECT ALL INQUIRIES TO:**  
ROBERT GERMON  
(678) 534-1117  
email: rgermon@ppmtesting.com

**MAKE ALL CHECKS PAYABLE TO:**  
PPM TESTING, INC.  
Attn: Accounts Receivable  
4760 HAMMERMILL ROAD, SUITE 210  
TUCKER, GA 30084

\$29.00  
PAY THIS  
AMOUNT

**THANK YOU FOR YOUR BUSINESS!**

## Jeana Hyde

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**From:** Jody Nolan <jody.nolan@covington-newton911.com>  
**Sent:** Monday, April 17, 2017 8:34 AM  
**To:** Jeana Hyde  
**Subject:** RE: RUSH PCB ANALYSIS - PPM JOB#170259

Great,

All of that dirt from the Ivy site can be disposed of at the Newton County Landfill.

Jody B. Nolan  
Director  
Newton County  
Emergency Management Agency  
8134 Geiger Street (Suite 10)  
Covington , GA 30014  
Cell# 678-878-6484  
Office # 678-342--5326

----- Original message -----

**From:** Jeana Hyde <jhyde@mansfieldga.gov>  
**Date:** 4/17/17 8:27 AM (GMT-05:00)  
**To:** Jefferson Riley <jriley@mansfieldga.gov>, Jody Nolan <jody.nolan@covington-newton911.com>  
**Cc:** Tim Morris <tmorris@cityofcovington.org>, Chris Carter <CCarter@ecoga.org>  
**Subject:** FW: RUSH PCB ANALYSIS - PPM JOB#170259

Great news from Mr. Germon, please see email below and attached report.

Jeana Hyde  
City of Mansfield

**From:** Robert Germon [mailto:rgermon@ppmtesting.com]  
**Sent:** Saturday, April 15, 2017 9:03 AM  
**To:** Jeana Hyde <jhyde@mansfieldga.gov>  
**Subject:** RUSH PCB ANALYSIS - PPM JOB#170259

Ms. Hyde,

I have attached your PCB report and an invoice for this analysis. Good news, the transformer does not contain any detectable levels of PCBs. Let me know if you have any questions about the analysis.

Thank you for considering us for your testing needs. I will mail hard copy of both the report and the invoice.

Thanks,

Robert Germon  
PPM Testing, Inc.  
4760 Hammermill Road, Suite 210  
Tucker, GA 30084  
678-534-1117  
678-534-1118 fax  
404-702-1111 cell

## Jeana Hyde

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**From:** D. Scott Cole <scole@hallboothsmith.com>  
**Sent:** Thursday, May 4, 2017 8:36 AM  
**To:** Jefferson Riley  
**Cc:** Jeana Hyde  
**Subject:** FW: Emailing - 3735-100 3089 N. Main Street Mansfield GA PH I.pdf [IWOV-  
imanager.FID454777]  
**Attachments:** 3735-100 3089 N. Main Street Mansfield GA PH I.pdf

Attached is Denny Dobbs written proposal. The Phase I will be \$2,500 (His first estimate was \$2,300, but his did not know which property he would be investigating). He includes an alternative for testing for Asbestos Containing Material (\$1300) with the recommendation that we do the testing due to the age of the building. I think that would be a good investment.

I will go ahead and accept the proposal for the Phase I, but wait to hear from you regarding the Asbestos.

Scott

**Scott Cole**

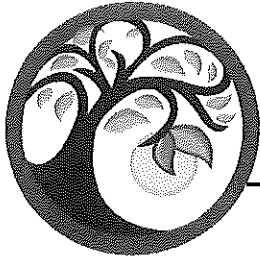
Hall Booth Smith, P.C.  
D: 404.954.6924  
C: 404.502.0082  
E: scole@hallboothsmith.com

 Please consider the environment before printing this e-mail

**From:** Denny M. Dobbs [mailto:ddobbs@peachtreeenvironmental.com]  
**Sent:** Thursday, May 04, 2017 8:20 AM  
**To:** D. Scott Cole  
**Subject:** Emailing - 3735-100 3089 N. Main Street Mansfield GA PH I.pdf

I have the data base search already and would like to inspect property today. Who can get me inside?  
I'll be on the lookout for mold and possible ACM , but obviously age of building makes ACM possible, as well as lead based paint.

CONFIDENTIALITY NOTICE: This e-mail communication, including any attached files was sent by or on behalf of the firm and may contain material that is proprietary, privileged, confidential, or otherwise legally exempt from disclosure. This Communication is intended solely for the use of the individual or entity to which it is addressed. If you are not the intended recipient or the person responsible for delivering this Communication to the intended recipient, you are prohibited from retaining, using, disseminating, forwarding, printing, or copying this Communication. If you have received this Communication in error, please immediately notify the sender via return e-mail or telephone.



May 3, 2017

Mayor Jefferson Riley  
City of Mansfield  
P.O. Box 35  
3146 Hwy 11 South  
Mansfield, GA 30055

Subject: Proposal for a Phase I ESA  
Harris Property (Parcel #'s M002000000034A00, 34B00, 34D00)  
3089 N. Main Street  
Mansfield, Newton County, Georgia

Dear Mayor Riley:

Peachtree Environmental (Peachtree) is pleased to present the following proposal to the City of Mansfield ("Client" or "User") for the preparation and submittal of a Phase I Environmental Site Assessment (Phase I ESA) regarding the property located at 3089 N. Main Street, Mansfield, Newton County, Georgia (the "Property"). Peachtree understands that the Property is composed of three (3) parcels of land, as referenced above, contains approximately 0.60 acres, and has a multi-story brick building of approximately 3,400 square feet on-site.

### **Scope of Work**

Peachtree will conduct a Phase I ESA in general accordance with the due diligence requirements of ASTM E1527-13, subject to the limitations noted and the availability of pertinent documents within the project time frame. The purpose of this Phase I ESA will be to identify recognized environmental conditions (RECs) and will include the following activities:

- Conduct a thorough visual inspection of the Property and take representative photographs of pertinent site features. This proposal assumes that the inspection will be performed in one day.
- Review readily available facility documents such as engineering/geotechnical site reports, construction plans and as-built drawings, waste disposal records, operation and maintenance records for aboveground/underground storage tank (AST/UST) systems, and regulatory inspection records.
- Evaluate surrounding properties within the radii designated by ASTM E1527-13 with respect to their potential to impact the environmental integrity of the Property. This evaluation will be limited to: (a) evidence that is visually observable without accessing adjoining properties and (b) data obtained from an electronic regulatory database review supplied by Environmental Data Resources, Inc.



- Review historical maps, records, and/ or photographs and evaluate the potential significance of past ownership and land use patterns.
- Conduct interviews with the following personnel, if readily available: (a) current owner of the Property, (b) past owners of the Property, and possibly (c) owners and/or operators of selected businesses in the area to obtain specialized knowledge of historical environmental occurrences at or surrounding the Property.
- Review regulatory files for the Property and adjoining properties listed in the regulatory database, if necessary.
- Prepare a written report detailing our findings and conclusions that reflects all information gathered during the investigation.
- According to ASTM E1527-13, non-scope considerations are environmental issues or conditions at a property that are outside the scope of the practice. However, Peachtree's standard Phase I ESA scope of work includes a brief discussion of the following non-scope considerations and their potential to impact the Property:
  - Asbestos-containing materials
  - Lead-based paint
  - Mold
  - Radon

The Client should specify if the Phase I ESA needs to address additional or fewer non-scope considerations. Please note that if additional non-scope considerations are requested, additional charges may apply. Peachtree will not perform sampling or a survey of any kind in relation to non-scope considerations during the preparation of the Phase I ESA, unless requested by the Client.

Peachtree's ability to offer definitive conclusions regarding the Property is directly related to the completeness of the available data. Therefore, for Peachtree to effectively conduct the investigation, we request that the User supply us with available and pertinent documentation relating to the Property, including site maps, previous environmental reports, plats, environmental permits, and as-built drawings.

Moreover, ASTM E1527-13 requires the User to perform certain tasks as part of the Phase I ESA process, which includes the review of title and judicial records for environmental liens and activity and use limitations. The remaining User responsibilities pertain to the User's knowledge of the Property and will be addressed in a User Questionnaire provided by Peachtree upon execution of this document. Fulfillment of the User responsibilities is essential to the completeness of the Phase I ESA. If the User responsibilities are not met, it may be noted as a "data gap" in the Phase I ESA report.

Upon notice to proceed, Peachtree will coordinate with the User to schedule site access for the assessment. We request that we be provided with the name and contact information for a person knowledgeable about site conditions to facilitate the inspection of the Property.

A final report will be provided to the User within 15 business days from notice to proceed (receipt of a signed proposal). Peachtree will provide an electronic copy of the final report in PDF format via email. Should you require a hard copy and/or CD copy of the report, or require the report in a more expedited turnaround time, please contact Peachtree for a revision to the scope of work and possibly the corresponding cost proposal. The total cost for the Phase I ESA is a lump sum of **\$2,500.00**.

**Addendum for ACM Sampling**

If requested, an asbestos containing materials (ACM) assessment can be completed for a cost of \$900, plus the lab cost for the anticipated 15 ACM samples of \$300. If more samples are required, they will be charged on a basis of \$20/sample. The total estimate for ACM assessment (up to 15 samples) is **\$1,200.00**

Peachtree appreciates the opportunity to provide this proposal for environmental services to you for this Property. Should you wish to retain Peachtree's services on this matter, please indicate your acceptance of this proposal by signing below and sending a copy of this letter via facsimile to our office at 770-449-6119 or by email to [ddobbs@peachtreeenvironmental.com](mailto:ddobbs@peachtreeenvironmental.com).

This letter, the Proposal, and all attachments, which are hereby specifically incorporated by reference and made a part hereof, shall become the binding agreement between the parties concerning this matter upon your acceptance below. If you have any questions, please contact either of the undersigned below.

Sincerely,  
**PEACHTREE ENVIRONMENTAL**

  
Denny Dobbs  
Senior Project Manager

  
John P. Martiniere, P.E.  
Project Director

Attachment: Terms and Conditions

---

Accepted: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Representing: \_\_\_\_\_

Date: \_\_\_\_\_

## Governing Terms and Conditions

1. **SERVICES TO BE PROVIDED.** Marvera Ventures, LLC, doing business as Peachtree Environmental, through and by its officers, employees, agents and subcontractors, (hereinafter Peachtree, we, us, our, Consultant, etc.) is an independent consultant and agrees to provide \_\_\_\_\_ (hereinafter referred to as "Client") for the sole benefit and exclusive use of it and its' client, consulting services set forth in the attached written proposal. No third party beneficiaries other than Client's client are intended by this Agreement. All references herein to "Project" shall mean the project as described in Peachtree's written proposal attached hereto. Unless Peachtree's proposal provides otherwise, the proposed fees constitute Peachtree's estimate of the probable costs required to complete the proposed Project. The estimated probable cost identified in Peachtree's proposal shall not be deemed to be either a "guaranteed maximum", "guarantee not to exceed" amount with respect to the cost of performing the Project identified in any such proposal or a "firm" offer, but Peachtree shall not exceed that amount without Client's prior written consent. Client acknowledges that the actual amount due to Peachtree will be based on the actual cost of time and materials of the project which may be less than or more than that stated in the attached proposal. The quoted rates to be charged for time and materials contained in the attached Proposal shall be firm for a period of thirty (30) days from the date of delivery. After 30 days, Peachtree reserves the right to modify the proposal, to allow for changing costs of time and materials and to adjust the time of performance, to reflect changing work loads.

2. **PAYMENT TERMS.** If a retainer is required for work by Peachtree, other than Expert Witness cases, the Client agrees to pay a retainer equal to the estimated project cost to Peachtree. The retainer will be held until project work has been completed and applied to the last invoice. Any remaining value will be credited to the Client. If a retainer is required for Expert Witness work, such a retainer, the amount agreed to by the Parties, will be retained by Peachtree until Peachtree's services are no longer required. Payment of Peachtree invoices for Expert Witness work will not be applied to the retainer and invoices will be paid upon receipt. For all other work, Client agrees to pay Peachtree's invoice upon receipt. If payment is not received within 45 days from the Client's receipt of Peachtree's invoice, Client agrees to pay interest on the past due amount at the prevailing legal rate or 1.1% whichever is greater. If this project is being completed in order to facilitate the sale of real property, Client agrees to pay Peachtree in full prior to or at the closing of the sale. Either party may terminate this Agreement without cause upon seven (7) days prior written notice. In the event Client requests termination prior to completion of the proposed services, Client agrees to pay Peachtree for all reasonable charges incurred to and through the date of termination. If Peachtree must file an action in any court of law in order to collect any and all monies due under this proposal agreement, Client agrees to pay all court costs and attorney's fees in the amount of 15% of the stated contract price or the statutorily permitted attorney's fee rate whichever may be greater.

3. **STANDARD OF CARE.** Peachtree will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of Peachtree's profession practicing in the same or similar locality at the time of service. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY OUR PROPOSAL OR BY OUR ORAL OR WRITTEN REPORTS.

4. **INSURANCE.** Peachtree maintains insurance coverage as follows:

- a. Commercial General Liability Insurance - \$1,000,000
- b. Professional Errors and Omissions - \$1,000,000
- c. Contractors/Asbestos Pollution - \$1,000,000
- d. Automobile Liability Insurance - \$1,000,000
- e. Worker's Compensation Insurance - statutory

Peachtree shall, at the client's request, provide the client with a certificate of insurance or other satisfactory evidence that such insurance has been obtained and that such policies are maintained in force throughout the period in which Peachtree provides services to the client under any agreement.

5. **PROFESSIONAL LIABILITY.** CLIENT AGREES THAT PEACHTREE'S LIABILITY, AND THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, TO CLIENT OR ANY THIRD PARTY DUE TO ANY NEGLIGENT PROFESSIONAL OR OTHER ACTS, ERRORS OR OMISSIONS OR BREACH OF CONTRACT BY PEACHTREE WILL BE LIMITED TO A MAXIMUM OF OUR TOTAL CHARGES FOR THE SERVICES PROVIDED UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. SHOULD THE CLIENT WISH TO EXTEND THE LIMIT OF LIABILITY TO PEACHTREE'S LISTED INSURANCE AMOUNTS, THEN AN ADDITIONAL FEE OF \$500 MUST BE PAID AT THE INCEPTION OF WORK UNDER THIS AGREEMENT. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

6. **FIELD REPRESENTATIVE.** The presence of Peachtree's or its subcontractor's field personnel, either full-time or part-time, may be required for the purpose of providing project administration, assessment, observation and/or field testing of specific aspects of the project as authorized by Client. Should a contractor(s) not retained by Peachtree also be

involved in the project, Client will advise such contractor(s) that Peachtree's services do not include supervision or direction of the means, methods or actual work of the contractor(s), his employees or agents, and Client shall fully indemnify Peachtree and hold Peachtree harmless for any and all acts of any contractor(s) not under direct control of Peachtree. Client will also inform contractor(s) that the presence of Peachtree's field representative for project administration, assessment, observation or testing will not relieve the contractor of its responsibilities for performing its work in accordance with contractor(s) or Client's plans and specifications. If a contractor(s) (not a subcontractor of Peachtree) is involved in the project, Client agrees, in accordance with generally accepted construction practices, that the contractor will be solely and completely responsible for working conditions on the job site, including security and safety of all persons and property during performance of the work, and compliance with all Client safety requirements and governmental regulations. These requirements will apply continuously while work is ongoing at the Client's site and will not be limited to normal working hours. It is agreed that Peachtree will not be responsible for job or site safety or security on the project, other than for Peachtree's employees and subcontractors, and that Peachtree does not have the duty or right to stop the work of the contractor. Client acknowledges that safety observation or monitoring is not part of Peachtree's scope under this Agreement and there is no obligation of Peachtree to notice unsafe conditions or activities on Client's site.

**7. UNFORSEEN CONDITIONS OR OCCURRENCES.** It is possible that unforeseen conditions or occurrences may be encountered at the site, which could substantially alter the necessary services or the risks involved in completing Peachtree's services. If this occurs, we will promptly notify and consult with Client, but will act based on Peachtree's sole judgment where risk(s) to our personnel is involved. Peachtree reserves the right to withdraw from the project and terminate this agreement should such unforeseen conditions occur. Upon notification by Peachtree of its withdrawal and termination of the project, Client agrees to promptly pay any and all outstanding invoices due to Peachtree within ten (10) days of notice of said termination. Peachtree shall not be liable in any way for any consequences of such a withdrawal and the decision to withdraw shall be made by Peachtree without any obligation to consult further with Client.

**8. INDEMNIFICATION.** Except as set forth in this Section, Peachtree shall indemnify and hold Client and its directors, officers and employees harmless from and against any and all liabilities, losses, damages, costs and expenses in connection with any claim, action, or right of action (at law or in equity) because of any injury (including death) or damage to person or property that arises directly from negligent acts, errors or omissions on the part of Peachtree in the performance of consulting services; provided, however, that Peachtree shall not be liable to the extent that any liability, loss, damage or cost and expense results from an act of negligence or willful misconduct, misrepresentation or the withholding of information by Client or its directors, officers, employees or agents. Except as set forth in this Section, Client shall indemnify and hold Peachtree and its directors, officers and employees harmless from and against any and all liabilities, losses, damages, costs and expenses in connection with any claim, action, or right of action (at law or in equity) because of any injury (including death) or damage to person or property that arises directly from any negligent acts, errors or omissions on the part of Client or from Client's breach of its obligations under this Agreement; provided, however, that Client shall not be liable to the extent that any liability, loss, damage or cost and expense results from an act of negligence or willful misconduct by Peachtree or its directors, officers, employees or agents.

**9. DOCUMENTS.** Peachtree will furnish Client the agreed upon number of written reports and supporting documents. These instruments of services are furnished for Client's exclusive internal use and reliance, use of Client's client and its lender, use of Client's qualified bidders (design services only) and for regulatory submittal in connection with the project or services provided for in this Agreement, but not for advertising or other type of distribution, and are subject to the following: All documents generated by Peachtree under this Agreement shall become, upon full payment to Peachtree for the provided services, the property of Client, subject to the provisions of this DOCUMENTS section. Usage by Client's counsel or authorized agent of any of the documents prepared hereunder for any purpose shall be deemed use by Client. Peachtree may retain a file copy of its work product and supporting documentation. Any unauthorized use or distribution of Peachtree's work shall be at Client's and recipient's sole risk and without liability to Peachtree. Client shall furnish reliable and correct documents or information reasonably within Client's control and deemed necessary by Peachtree for proper performance of our services. Peachtree may rely upon Client provided documents in performing the services required under this Agreement; however, Peachtree assumes no responsibility or liability for their accuracy. Client-provided documents will remain the property of Client, but Peachtree may retain one copy as needed to support our report, design documents, etc.

**10. ELECTRONIC MEDIA.** Upon Client's request, Peachtree's work product may be provided on magnetic media. By such request, Client agrees that the written copy retained by Peachtree in its files, with at least one confirmed written copy provided to Client, shall be the official base document. Peachtree makes no warranty or representation to Client that the

magnetic copy is accurate or complete, but will correct in good faith any omissions or errors brought to Peachtree's attention by Client. Any modifications of such magnetic copy by Client shall be at Client's risk and without liability to Peachtree. Such magnetic copy is subject to all other conditions of this Agreement.

**11. OPINIONS OF COST FOR REMEDIATION WORK.** If requested, Peachtree will use its best efforts and experience on similar projects to provide realistic opinions or estimates of costs for construction as appropriate based on reasonably available data, our designs or our recommendations. However, such opinions are intended primarily to provide information on the order of magnitude of scale of such costs and are not intended for use in firm budgeting or negotiations unless specifically agreed otherwise, in writing with Peachtree. Client understands actual costs of such work depend heavily on regional economics, local construction practices, material availability, site conditions, weather conditions, contractor skills, completion schedule for project and many other factors beyond Peachtree's control. The costs of providing such estimates may or may not be covered by the proposal. If not covered by the proposal, Client agrees to pay Peachtree for any and all costs for time and materials incurred in the rendering of such an estimate.

**12. TESTIMONY.** Should Peachtree or any Peachtree employee be compelled by law to provide testimony or other evidence by any party, whether at deposition, hearing or trial, in relation to services provided under this Agreement, then Peachtree shall be compensated by Client for the associated reasonable expenses and labor for Peachtree's preparations and testimony at Peachtree's then current billing rates for such matters.

**13. CONFIDENTIALITY.** Peachtree will maintain as confidential any documents or information provided by Client, all of its findings and any report it prepares and will not release, distribute or publish same to any third party without prior permission from Client, unless compelled by law or order of a court or regulatory body or competent jurisdiction, and then only after prior notice to Client.

**14. SEVERABILITY.** In the event that any provision of this Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.

**15. SURVIVAL.** All provisions of this Agreement for indemnity or allocation of responsibility or liability between Client and Peachtree shall survive the completion of the services and the termination of this Agreement.

**16. INTEGRATION.** These terms and conditions, the Proposal, cover letter with signatures and the attached documents are hereby incorporated by reference shall constitute the entire Agreement of the Parties and cannot be changed except by a written instrument signed by both Parties.

**17. GOVERNING LAW.** This Agreement shall be governed in all respects by the laws of the State of Georgia. Client hereby consents to have any disputes regarding this agreement or the performance by Peachtree to be filed in the Court System for the County or Gwinnett in the State of Georgia. Client hereby consents to the personal jurisdiction of said Court system over the Client or its representatives.

**18. PRIORITY OVER FORM AGREEMENTS/PURCHASE ORDERS.** The Parties agree that the provisions of these terms and conditions shall control over and govern as to any form writings signed by the Parties, such as Client Purchase Orders, Work Orders, etc., and that such forms may be issued by Client to Peachtree as a matter of convenience to the Parties without altering any of the terms or provisions hereof.

**19. EXECUTION.** This agreement shall be deemed executed in full when the signature page on the attached cover letter has been signed by Client. The parties agree that a faxed copy of the signature of the Client shall have the same effect as an original for evidentiary purposes. Any modifications which require a written signed agreement by the parties may be executed and transmitted via facsimile and shall be give the same effect as if the parties exchanged original documents.

# JJA Enterprises, LLC

1501 Hodges Circle, Mansfield, GA 30055 ■ 404-368-8441

May 8, 2017

City of Mansfield  
3146 Highway 11 S  
Mansfield, GA 30055

This is our proposal for various underground work in Mansfield. These prices are for labor only.

## Hays Tractor

3/4" Water Service under County Rd. 213	\$1,500.00
Tie-in to existing 6" sewer manhole	
Install 20' of 6" PVC for lateral	<u>\$850.00</u>
Total Price:	\$2,350.00

## 3738 County Rd. 213

3/4" Water Service under County Rd. 213	\$1,650.00
Locate & tie together water service for building on Hwy. 11	<u>\$750.00</u>
Tie-in to existing sewer lateral w/2" drain for ice machine	<u>\$650.00</u>
Price for all work:	\$5,400.00

Thank you,

Daniel L. Durden  
JJA Enterprises, LLC  
404-368-8441

**AFFIDAVID FOR EXECUTIVE SESSION**

Affidavit of Jefferson Riley, the Honorable-Mayor of the City of Mansfield, Newton County, State of Georgia

Personally appeared before the undersigned attesting officer duly authorized to administer oaths who, on oath, after being duly sworn, deposes and says:

(1)

My name is Jefferson Riley and I reside at 401 Sewell Rd, Mansfield GA 30055.

(2)

I presided over a meeting of the Mansfield City Council, which took place on May 8, 2017, at 6:30 pm at the Mansfield Community House.

(3)

The executive session of the meeting was devoted to matters covered within the specific exceptions to the Open Meetings Act, as provided in O.C.G.A. 50-14-3.

(4)

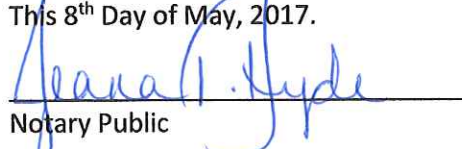
Specifically, the matters attended to are covered by O.C.G.A. Section(s):

O.C.G.A. 50-14-2(1) and O.C.G.A. 50-14-3(b)(1)(B) and consisted of discussion of legal and land matters.

Further Affiant sayeth not.

  
Jefferson R. Riley, Mayor of the City of Mansfield

Sworn to subscribed before me,  
This 8<sup>th</sup> Day of May, 2017.

  
Notary Public

My Commission Expires: 3/10/2019

